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Subject: Microsoft Antitrust Settlement

- > In the settlement of the antitrust lawsuit against Microsoft, the DOJ
- > states that imposed restrictions will stop Microsoft's unlawful conduct.
- > My warranted distrust of Microsoft aside, even were Microsoft to adhere to
- > the restrictions set forth by the settlement, Microsoft could and would
- > still continue to wield monopoly clout.
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- > The most profound loophole is evident in Section II "Overview of Relief",
- > bullet point 6. While the settlement requires that Microsoft publish its
- > APIs, the settlement does not deal at all with file formats or network
- > protocols.
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- > Without forcing Microsoft to provide information about these, Microsoft
- > would continue to prevent serious competition to its office productivity
- > software monopoly, and hinder interoperability with other networked OSs.
- > Competing products do not have any way to interpret Microsoft's
- > proprietary file formats or network protocols without reverse engineering,
- > which puts competitors at a severe disadvantage. It may also prove
- > legally impossible to develop a competing product, depending on licensing
- > agreements, some of which explicitly restrict reverse engineering.
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- > The most egregious loophole allows Microsoft to continue to extract a
- > price from each new PC sold which is bundled with their Microsoft OS,
- > regardless of whether the PC will ever run that Microsoft OS.
- >
- > The settlement contains provisions in Section II, bullet points 1, 2, 3
- > and 5, that allow PCs to feature alternative middleware products, but not
- > provisions to allow PC manufacturers to feature an alternative to the
- > Microsoft OS, pre-installed on nearly all new PCs. That is to say, PC
- > manufacturers must pay for a pre-installed Microsoft OS, even if they
- > de-install the OS before the OS is used, and replace it with another,
- > non-Microsoft OS. The Microsoft OS cost is then passed down to the
- > customer.
- >
- > A recent and personal case in point: I intend to purchase a notebook from
- > Sony, and though I will never boot to Windows, I incurred the cost of the
- > pre-installed OS. Predictably, Sony does not sell any computers without a
- > Microsoft OS. And, though I do not ever agree to the licensing agreement,
- > nor do I open the shrink-wrapped software accompanying it, I cannot get a
- > refund.
- >
- > While a recent ruling in another court does permit me to sell the licensed
- > software, I will not likely get the full value. Nor would I like my
- > incidental purchase of a Microsoft product to add to their revenue or
- > bolster their market penetration statistics.

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(To read the ruling mentioned above, see

[http://www.cacd.uscourts.gov/CACD/RecentPubOp.nsf/bb61c530eab0911c882567cf005ac6f9/574aa79ff518021188256aed006ea2dc/\\$FILE/CV00-04161DDP.pdf](http://www.cacd.uscourts.gov/CACD/RecentPubOp.nsf/bb61c530eab0911c882567cf005ac6f9/574aa79ff518021188256aed006ea2dc/$FILE/CV00-04161DDP.pdf))